

11/17/09 9:07:55
DK W BK 621 PG 437
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by:
Morris & Associates
2309 Oliver Road
Monroe, LA 71201
Phone: 318-330-9020

Return to:
Morris & Associates
2309 Oliver Road
Monroe, LA 71201
Phone: 318-330-9020

ew
A. Little

STATE OF MISSISSIPPI

COUNTY OF DESOTO

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the undersigned, grantor (s) **US Bank National Association, as Trustee relating to the Asset Backed Pass-Through Certificates, Series 2003-HE5**, do hereby convey, and warrant specially unto grantee (s) **Carlise Grice**, the following described property situated in Desoto County, Mississippi, to-wit;

SEE ATTACHMENT EXHIBIT "A"

INDEXING INSTRUCTIONS: Part of Lot 9 of Beaty's unrecorded S/D, SW ¼ of Sec 10 T-2, R-6-W, Desoto Co., MS of record in Book 1 at Page 33.

City, County, and State ad valorem taxes for the year 2009 are to be pro-rated as of the date of delivery of this deed. The above warranty and this conveyance is made subject to any and all valid and outstanding oil, gas, and mineral leases, exceptions, reservations and conveyances. The above warranty and this conveyance is made subject to any and all easements for public utilities as presently laid out, constructed or in use.

WITNESS MY SIGNATURE, this the 13 day of October, 2009.

US Bank National Association, as Trustee relating to the Asset Backed Pass-Through Certificates, Series 2003-HE5 by Its Attorney-In-Fact, Litton Loan Servicing, LP

[Signature]
BY (Typed Name):
Title:
J. LYNN BURROW
ASSISTANT VICE PRESIDENT
STATE OF TX
COUNTY OF HARRIS

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, on this, the 13 day of Oct, 2009, within my jurisdiction, the within name J. LYNN BURROW who acknowledge that he/she is Assistant Vice Pres of Litton Loan Servicing, LP, a corporation which is the Attorney in Fact for **US Bank National Association, as Trustee relating to the Asset Backed Pass-Through Certificates, Series 2003-HE5**, a corporation, and that for and on behalf of the said Litton Loan Servicing, LP in its representative capacity as Attorney in Fact for **US Bank National Association, as Trustee relating to the Asset Backed Pass-Through Certificates, Series 2003-HE5**, that he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY

GRANTOR:
US Bank National Association
4828 Loop Central Drive
Houston, TX 77081
713-960-9676
R08-1048/al

GRANTEE:
Carlise Grice
6451 Barretts Bend
Olive Branch, MS 38654
901-921-1275

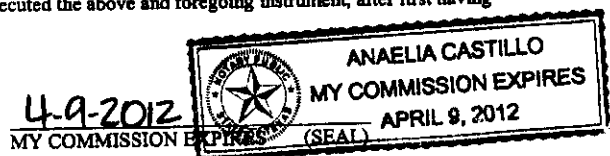


EXHIBIT "A"

LEGAL DESCRIPTION:

Land situated in DeSoto County, Mississippi:

Part of Lot 9 of Beaty's unrecorded subdivision of Dr. W. W. Mitchell's 53.8 acres in the SW 1/4 of Section 10, Township 2, Range 6 West, in DeSoto County, Mississippi, said part being shown on plat of DeSoto Heights Subdivision of record in Book 1, Page 33, in the records of the Chancery Court Clerk of DeSoto County, Mississippi, and being more particularly described as follows:

Beginning at a point in the east line of Mississippi State Highway 305, 100 feet South of the South line of Lot 6 of said DeSoto Heights Subdivision; thence Eastwardly and parallel to the South Line of Said Lot 6, 140 feet more or less, to a point; thence Southwardly parallel to the East line of said Mississippi State Highway No., 305, 190 feet more or less to a point in the North line of College Road; thence Westwardly with the Northerly side line of College Road to a point where said Northerly side line intersects the Easterly side line of Mississippi State Highway No., 305; thence Northwardly with the east side line of said Highway, 175 feet more or less, to the point of beginning.

Less and Except : A 0.62 acre lot in part of Section 10, Township 2 South, Range 6 West, DeSoto County, Mississippi:

Beginning at a point in the east right of way of MS Hwy. 305 (80 ft. wide), said point being 100.0 feet South of the southwest corner of Lot 6 of DeSoto Heights Subdivision in Sect. 10 T-2S; R-6-W; thence South 87 deg. 04 minutes east 124.04 feet to a corner post in an existing fence; thence South 4 deg. 51 minutes East 159.15 feet along said fence to a point; thence South 10 deg. 39 minutes West 56.34 feet along said fence to a point in the centerline of College Road; thence North 82 deg. 22 minutes West, 124.12 feet along said centerline of College Road to a point in the east right of way of MS Hwy. 305; thence North 1 deg. 06 minutes West 203.85 feet along said right of way to the point of beginning. Being the same property conveyed to Shirley Dale (Brown) Ammons at Warranty Deed dated May 31, 2001, in Book 0393, Page 0488, in the Chancery Court Clerk's Office of DeSoto County, Mississippi

INDEXING INSTRUCTIONS:

Part of Lot 9 of Beaty's unrecorded S/D, SW ¼ of Sec 10, T-2, R-6-W, Desoto Co., MS of record in Book 1 at Page 33.

RECORDING REQUESTED BY
& AFTER RECORDING RETURN TO:

Litton Loan Servicing LP
 4828 Loop Central Drive
 Houston, Texas 77081
 Attention: Alison S. Walas
 Prepared By: *KLMP*

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that **U.S. Bank National Association, as Trustee**, having its principal place of business at 60 Livingston Avenue, St. Paul, Minnesota 55107, pursuant to that Pooling and Servicing Agreement among Asset Backed Securities Corporation, (the "Depositor"), DLJ Mortgage Capital, Inc., (the "Seller") **Litton Loan Servicing LP**, (the "Servicer") and U.S. Bank National Association, (the "Trustee"), dated as of June 1, 2004 (the "Pooling and Servicing Agreement"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Pooling and Servicing Agreement for the purpose of performing all acts and executing all documents in the name of the Trustee as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which the Servicer is acting as servicer, all subject to the terms of the Pooling and Servicing Agreement.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.

2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of a deed in lieu of foreclosure; and
 - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof.

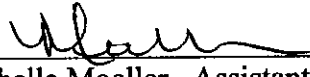
Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

The Trustee shall be entitled to the indemnification provided by the Servicer in the Pooling and Servicing Agreement as if set forth herein in connection with the actions of the Servicer under this Limited Power of Attorney.

IN WITNESS WHEREOF, U.S. Bank National Association, as Trustee pursuant to that Pooling and Servicing Agreement among the Depositor, the Seller, the Servicer, and the Trustee, dated as of June 1, 2004 (Asset Backed Securities Corporation Home Equity Loan Trust 2004-HE4), has caused these presents to be signed and acknowledged in its name and behalf by Michelle Moeller its duly elected and authorized Assistant Vice President this 29th day of July, 2008.

U.S. Bank National Association, as Trustee, for
Asset Backed Securities Corporation Home Equity
Loan Trust 2004-HE4, Series 2004-HE4

NO CORPORATE SEAL

By 
Michelle Moeller Assistant Vice President

Witness: 
Susan Burdick

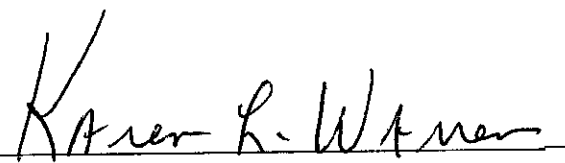
Witness: 
Brian Giel

**STATE OF MINNESOTA
COUNTY OF RAMSEY**

On July 29th, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Michelle Moeller, Assistant Vice President of U.S. Bank National Association, a national banking association, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed that same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.
(SEAL)




Karen L. Warren
Notary Public
My Commission Expires: 01/31/2012